From:
To: Jill Martin <jmartin@trumpnational.com>
Subject: FW: VH Property Corp Agreements
Attachments: VH Property Corp (Indemnification Agreement).pdf VH Property Corp (Reimbursement Agreement).pdf

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Hi Jill,
Please see attached.

Sincerely,
So Kim, AICP
Deputy Director/Planning Manager
Community Development Department
City of Rancho Palos Verdes
www.rpvca.gov
(310) 544-5222

From: Nathan Zweizig
Sent: Thursday, June 07, 2018 12:29 PM
To: So Kim <SoK@rpvca.gov>
Cc: Teresa Takaoka <TeriT@rpvca.gov>
Subject: VH Property Corp Agreements

So,
Please see attached, the two VH Property Corp (Indemnification & Reimbursement) Agreements. Can you please provide our office with the Certificate of Insurance referenced in the Indemnification Agreement? Being that Sherry (R&P) is out on vacation we have not been able to verify the contract in Laserfiche. Everything looked good to me, but if we notice anything when verified, we will let you know.

Thanks,
Nathan B. Zweizig

CITY OF RANCHO PALOS VERDES
Administrative Assistant
City Clerk's Office
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275
P: 310.544.5343
F: 310.544.5291

Do you really need to print this e-mail?

This e-mail message contains information belonging to the City of Rancho Palos Verdes, which may be privileged, confidential and/or protected from disclosure. The information is intended only for use of the individual or entity named. Unauthorized dissemination, distribution, or copying is strictly prohibited. If you received this email in error, or are not an intended recipient, please notify the sender immediately. Thank you for your assistance and cooperation.

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT ("Agreement") is executed this 5th day of June, 2018 ("Effective Date"), by and between the **CITY OF RANCHO PALOS VERDES**, a California municipal corporation ("City"), and **VH PROPERTY CORP.**, a Delaware corporation ("Developer"). City and Developer may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

WHEREAS, on December 20, 2005, the City Council adopted Resolution No. 2005-143, which approved Revision "Y" to Vesting Tentative Tract Map No. 50666, subject to certain Conditions of Approval, attached as Exhibit "A" to said resolution; and

WHEREAS, Condition of Approval A.7 of Resolution No. 2005-143 ("Condition 1") states as follows:

> This approval is conditioned upon the applicant entering into an agreement with the City of Rancho Palos Verdes within twenty (20) days of the date of this approval, subject to the approval by the City Attorney, to indemnify and defend the City against all damages, claims, judgments, and litigation costs, including, without limitation, attorney's fees awarded to a prevailing party, arising from the approval of the project and all issues related thereto.

WHEREAS, on September 16, 2008, the City Council adopted Resolution No. 2008-85, which approved Revision "OO" to Conditional Use Permit No. 162, subject to certain Conditions of Approval, attached as Exhibit "A" to said resolution; and

WHEREAS, Condition of Approval I.A.4 of Resolution No. 2008-85 ("Condition 2") states as follows:

> This approval is conditioned upon the applicant entering into an agreement with the City of Rancho Palos Verdes within twenty (20) days of the date of this approval, subject to the approval by the City Attorney, to indemnify and defend the City against all damages, claims, judgments, and litigation costs, including, without limitation, attorney's fees awarded to a prevailing party, arising from the approval of the project and all issues related thereto.

WHEREAS, the "project" referenced in Condition 1 and Condition 2 is the development of single family residences, a golf course, a club house, and parking facilities on a 258-acre site bounded by Palos Verdes Drive South on the north, Portuguese Bend Club and Community Association on the west, the Pacific Ocean on the south, and Los Angeles County Shoreline Park on the east (the "Project"); and

WHEREAS, Condition of Approval II.I.3 of Resolution No. 2008-85 ("Condition 3") states as follows:

> Prior to the final map of Tract No. 50666, the Developer shall enter into an agreement with the City, which is satisfactory to the City Attorney, whereby the developer assumes liability and responsibility for any repairs that are required to the be performed to address land failures or subsidence within the open space lots of Tract 50666 which are to be accepted by the City.

WHEREAS, Developer now wishes to satisfy Conditions 1, 2, and 3 by entering into this Agreement with the City.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Incorporation of Recitals.** The Parties hereby incorporate the Recitals as though fully set forth herein.

2. **Indemnification and Hold Harmless.**

2.1 **Assumption of Liability for Land Failures**. Developer or Developer's successor or assigns assumes full liability and responsibility for any repairs required to be performed to address land failures or subsidence within the open space lots of Tract 50666 that are to be accepted by City.

Indemnification. Developer agrees to indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, elected boards, commissions, departments, agencies, and instrumentalities thereof, from any and all actions, suits, claims, demands, writs of mandamus, liabilities, losses, damages, penalties, obligations, expenses, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature), and arbitrations, asserted by third parties against the City that challenge, or seek to void, set aside, or otherwise modify or annul, the action of, or any approval by, the City arising from the approval of the Project and all issues related to such approval (including, but not limited to, attorneys' fees and costs awarded to a prevailing party) (herein the "Claims and Liabilities") whether such Claims and Liabilities arise under planning and zoning laws, the Subdivision Map Act, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local statute, law, ordinance, rule, regulation, or any final non-appealable decision of a court of competent jurisdiction.

It is expressly agreed that the City shall have the right to utilize the City Attorney's office or use other legal counsel of its choosing. Developer's obligation to pay the defense costs of the City shall extend until final judgment, including any appeals. City agrees to fully cooperate with Developer in the defense of any matter in which Developer is defending and/or holding the City harmless. The City may make all reasonable decisions with respect to its representation in any legal proceeding, except that the City: (a) will not settle any action without the consent of the Developer unless the Settlement (i) does not admit fault of the Developer, (ii) contains a release of the Developer, and (iii) does not require the payment of funds by Developer under the indemnity or otherwise; (b) if the Developer is also a defendant then the Developer will have the

right to control its own defense; (c) if the Developer is not a defendant it will have the right to intervene; and (d) City will consult with Developer on City's strategy and other major defense decisions, but Developer's consent is not required for City's strategy decisions that do not bind Developer.

2.2 **Notice of Indemnity Obligation.** Whenever any claim arises for which the City or other indemnified party claims entitlement to indemnification pursuant to this Agreement, the City shall promptly notify Developer of such claim and, when known, the facts constituting the basis for such claim.

2.3 **Exception**. The obligations of Developer under this Section shall not apply to any actions, suits, claims, demands, writs of mandamus, liabilities, losses, damages, penalties, obligations, expenses, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature) arising through the negligent acts, errors, omissions or willful misconduct of the City, its members, officers, or employees.

2.4 **Period of Indemnification**. The obligations for indemnity under this Section shall begin upon the Effective Date and shall survive termination of this Agreement. The indemnity shall expire upon the exhaustion of the statute of limitations for the applicable claim.

3. **Insurance Coverages.** The Developer shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

3.1 Commercial General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $2,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

3.2 Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Developer against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Developer in the course of carrying out the work or services contemplated in this Agreement.

3.3 Automotive Insurance including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

3.4 Professional Liability. Professional liability insurance appropriate to the Developer's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Developer's services or the termination of this Agreement. During this additional 5-year period, Developer shall annually and upon request of the City submit written evidence of this continuous coverage.

3.5 **General Insurance Requirements.**

a. All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Developer's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of the policies shall provide that the insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of the policies of insurance are cancelled, the Developer shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 3.4 to the City. City reserves the right to obtain verification of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

4. **Assignment; Successors.**

4.1 Neither City nor Developer may assign this Agreement to any other entity unless agreed to in writing by the other Party. Neither Party's consent to assignment shall be unreasonably withheld.

4.2 This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors (by merger, consolidation or otherwise), assigns and devisees who acquire an interest in the project, and all references herein to Developer and City shall also refer to their respective successors and assigns.

5. **Relationship Between the Parties.** The Parties agree that this Agreement does not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Nothing herein shall be deemed to make Developer an agent of City.

6. **Authority to Enter Agreement.** Developer warrants that it has the legal capacity to enter into the Agreement. Each Party warrants that the individuals who have signed the Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

7. **Attorneys' Fees.** In the event of any controversy, claim or dispute arising out of or relating to this Agreement or any breach thereof, the prevailing party shall be entitled to recover from the other party or parties all reasonable costs and expenses, including reasonable attorneys' fees and court costs incurred by the prevailing party in any such dispute (whether or not such dispute is prosecuted to a final judgment or other final determination), together with all reasonable costs of enforcement and/or collection of any judgment. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigation of such action, including the conducting of discovery.

8. **No Dedication Intended.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of any property referred to in this Agreement to the general public or for the general public or for any public purpose whatsoever, it being the intention of Developer and City that this Agreement shall be strictly limited to and for the purposes herein expressed.

9. **Notices.** All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:	City of Rancho Palos Verdes 30940 Hawthorne Blvd. Rancho Palos Verdes, California 90275 Attn: So Kim, Planning Manager
Copy to:	Aleshire & Wynder, LLP 18881 Von Karman Ave. Suite 1700 Irvine, CA 92612 Fax: 949-223-1180 email: daleshire@awattorneys.com Attn: Dave Aleshire
To Developer:	VH Property Corp. One Trump National Drive Rancho Palos Verdes, CA 90275 Email: jmartin@trumpnational.com Attn: Jill A. Martin, Esq.
Copy to:	The Trump Organization 725 Fifth Avenue, 26th Fl New York, NY 10022 Attn: Alan Garten, General Counsel

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail; and by email, upon the sender's receipt of an email from the recipient acknowledging receipt.

10. **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

11. **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Unless otherwise specified, any term referencing time, days, or period for performance shall be deemed calendar days and not business days, provided, however that any deadline that falls on a weekend or holiday shall be extended to the next City business day. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

12. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

13. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

14. **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their permitted successors and/or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

15. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

16. **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

17. **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure section 394.

18. **Time is of the Essence.** Time is of the essence with respect to this Agreement.

19. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

20. **Entire Agreement.** This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer with respect to the subject matter of this Agreement.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY:

CITY OF RANCHO PALOS VERDES, a California municipal corporation

By:_____

Doug Willmore, City Manager

APPROVED AS TO FORM:

By:_____

~~Dave Aleshire~~, City Attorney

DEVELOPER:

VH PROPERTY CORP., a Delaware corporation

By:_____

Name: Donald J. Trump Jr.
Title:

By:_____

Name: Allen Weisselberg
Title:

Two corporate officer signatures required when Developer is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

~~CALIFORNIA~~ ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF ~~CALIFORNIA~~ New York

COUNTY OF ~~LOS ANGELES~~ New York

On May 9, 2018 before me, Maria Enriquez, personally appeared Donald J. Trump Jr. & Allen Weisselberg, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

MARIA ENRIQUEZ
Notary Public, State of New York
Registration #01EN6282871
Qualified In Queens County
~~Commission Expires May 28, 20~~ 21

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is executed this 5th day of June, 2018 ("Effective Date"), by and between the **CITY OF RANCHO PALOS VERDES**, a California municipal corporation ("**City**"), and **VH PROPERTY CORP.**, a Delaware corporation ("**Developer**"). City and Developer may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

WHEREAS, Developer has submitted an application for approval from City of Vesting Tentative Tract Map No. 50666 ("the Application"); and

WHEREAS, Developer agrees to reimburse City for all reasonable costs incurred by the City in reviewing the Application.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Incorporation of Recitals.** The Parties hereby incorporate the Recitals as though fully set forth herein.

2. **Developer Responsibility for City Costs.** Developer shall reimburse City for all reasonable costs and fees related to processing all documents related to the Application (the "**City Costs**"). City Costs include, but are not limited to: attorneys' fees and staff time required for the drafting and review of the Indemnification Agreement pursuant to the City's approval of Revision "Y" to Vesting Tentative Tract Map No. 50666 and Revision "OO" to Conditional Use Permit No. 162, this Agreement, and any other documents that the City deems necessary for the review or approval of the Application; and any other reasonable fees and costs deemed necessary by the City in order to review and process the Application.

To that end, Developer has deposited with City an initial sum of $10,000 against which any City Costs will be drawn down ("**Deposit**"). At no point shall the minimum balance of the Deposit fall below $3,000.

2.1 **Additional Deposits by Developer.** Developer shall make additional deposits to the City within 15 days of City's written request. City's written requests for additional deposits shall state what costs have been incurred to date, additional costs anticipated, and how City intends to apply any needed additional Developer deposits. If deposited sums exceed the costs incurred by City, City shall refund the difference as soon as City determines the amount of such excess, but no later than within 60 days of a determination by the City that the Application is complete.

2.2 **City's Right to Cease Work.** In the event that Developer does not promptly reimburse the City Costs, by failing to timely pay either the initial Deposit or additional requested deposits, City may immediately cease all work on the Application until such time as Developer has made such payments as required by this Agreement.

2.3 **Interest on Deposit.** Any amounts deposited by Developer shall be maintained by City in an interest-bearing account of City's choice, and may be co-mingled with

other City funds in such account. Interest accruing upon any such deposits shall inure to and be created for the benefit of City.

2.4 **Accounting.** City shall keep an accounting of the City Costs and all deposits made by Developer. Upon written request, City shall provide statements of these accounts to Developer, which shall include descriptions of the City Costs, including the date, amount, and the type of activity for which the cost was incurred. Failure of City to provide any accounting shall not excuse Developer's duty to perform any act, including the duty to make full and timely deposits required under this Section 2. Developer may question or challenge any use of funds set forth in the accounting and may appeal same to the City Council.

3. **Additional Taxes, Fee, and Charges.** Notwithstanding any provision to the contrary, Developer shall pay all normal and customary fees and charges applicable to all permits necessary for the Project, and any taxes, fees, and charges hereafter imposed by City in connection with the Project which are standard and uniformly-applied to similar projects in the City.

4. **City Release; Termination.** This Agreement shall terminate three (3) years after the Effective Date unless Developer has outstanding reimbursement obligations to the City at such time or City reasonably determines that City will incur additional reimbursable costs after such date, in which event this Agreement will be automatically extended for additional one (1) year terms until Developer has reimbursed all City Costs. City will provide Developer with written notice that its reimbursement obligations have been satisfied.

5. **Remedies.** In the event of a breach by Developer, City may, in addition to any other remedies, seek to recover the City Costs plus reasonable attorneys' fees in enforcing this Agreement. This provision will not be interpreted to curtail any of City's remedies at law or equity against Developer for any violation of its codes, nor shall it be interpreted as a waiver of any defense of Developer.

6. **Conflicts of Interest.**

6.1 **No Financial Relationship.** Developer acknowledges the requirements of Government Code Sections 1090 *et seq.* (the "**1090 Laws**") and warrants that it has not entered into any financial or transactional relationships or arrangements that would violate the 1090 Laws, nor shall Developer solicit, participate in, or facilitate a violation of the 1090 Laws.

6.2 **Developer's Representations and Warranties.** Developer represents and warrants that for the 12-month period preceding the Effective Date of this Agreement it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any City official, agent or employee that would create a legally cognizable conflict of interest as defined in the Political Reform Act (California Government Code sections 87100 *et seq.*).

7. **Developer Acknowledgements.** Subject to the reimbursement obligations set forth in this Agreement, Developer acknowledges and agrees that, with respect to the Application:

7.1 City has sole discretion to select which of its employees and contractors are assigned to work on the Application.

7.2 City has sole discretion to direct the work and evaluate the performance of the employees and contractors assigned to work on the Application, and City retains the right to terminate or replace at any time any such person.

7.3 City has sole discretion to determine the amount of compensation paid to employees or contractors assigned to work on the Application.

7.4 City, not Developer, shall pay employees and contractors assigned to work on the Application from a City account.

8. **Assignment.** Developer may not assign this Agreement to any other entity unless agreed to in writing by City. City's consent to assignment shall not be unreasonably withheld.

9. **Relationship Between the Parties.** The Parties agree that this Agreement does not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Nothing herein shall be deemed to make Developer an agent of City.

10. **Authority to Enter Agreement.** Developer warrants that it has the legal capacity to enter into the Agreement. Each Party warrants that the individuals who have signed the Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

11. **Notices.** All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:	City of Rancho Palos Verdes 30940 Hawthorne Blvd. Rancho Palos Verdes, California 90275 Attn: So Kim, Deputy Director/Planning Manager
Copy to:	Aleshire & Wynder, LLP 18881 Von Karman Ave. Suite 1700 Irvine, CA 92612 Fax: 949-223-1180 email: daleshire@awattorneys.com Attn: Dave Aleshire
To Developer:	VH Property Corp. One Trump National Dr. Rancho Palos Verdes, CA 90275 Attn: Jill A. Martin
Copy to:	The Trump Organization 725 Fifth Avenue, 26th Fl New York, NY 10022 Attn: Alan Garten, General Counsel

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail; and by email, upon the sender's receipt of an email from the recipient acknowledging receipt.

12. **Cooperation; Further Acts.** The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

13. **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Unless otherwise specified, any term referencing time, days, or period for performance shall be deemed calendar days and not business days, provided, however that any deadline that falls on a weekend or holiday shall be extended to the next City business day. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, appointed boards and commissions, officers, employees, agents, and volunteers. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

14. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

16. **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

17. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

18. **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19. **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a

governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure section 394.

20. **Time is of the Essence.** Time is of the essence with respect to this Agreement.

21. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

22. **Entire Agreement.** This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer with respect to the subject matter of this Agreement.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY:

CITY OF RANCHO PALOS VERDES, a California municipal corporation

By:_____

Doug Willmore, City Manager

APPROVED AS TO FORM:

By:_____

~~Dave Aleshire~~, City Attorney

DEVELOPER:

VH PROPERTY CORP., a Delaware corporation

By:_____

Name: Donald J. Trump Jr.
Title:

By:_____

Name: Allen Weisselberg
Title:

Two corporate officer signatures required when Developer is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

~~CALIFORNIA~~ ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF ~~CALIFORNIA~~ New York

COUNTY OF ~~LOS ANGELES~~ New York

On May 9, 2018 before me, Maria Enriquez, personally appeared Donald J. Trump Jr. & Allen Weisselberg, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

MARIA ENRIQUEZ
Notary Public, State of New York
Registration #01EN6282871
Qualified In Queens County
Commission Expires May 28, 2021

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE